

EXHIBIT 11

FILED UNDER SEAL

EXHIBIT A**Post-Signing Specified Bad Acts**

Capitalized terms used in this Exhibit N and not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement to which this Exhibit is appended.

“Post-Signing Specified Bad Acts” means any of the Acts set forth in Section 2 and/or Section 3 of this Exhibit A by any Employee or the Company after the Agreement Date and prior to the Closing; *provided*, that if such Employee and/or the Company, as applicable, obtains the express prior written consent of Parent to engage in any such Act, then such Act shall not be deemed by any Party for purposes of this Agreement to be a Post-Signing Specified Bad Act.

SECTION 1. Certain Definitions

“Act” means, with respect to any Employee or the Company, (i) any act or action of such Person, (ii) any act or action that such Person has directed, caused, induced, knowingly contributed to, or knowingly permitted someone else to take or (iii) any failure by such Person who is a Diligenced Employee (once such Person becomes a Diligenced Employee in accordance with the terms of the Merger Agreement) to disclose to Parent actual knowledge that such Diligenced Employee has that an Employee or Non-Employee Service Provider of the Company Group engaged or is engaging in any Post-Signing Specified Bad Act.

“Company Group” means the Company and/or the Consumer Company, as the context so requires.

“Former Employer Materials” means, with respect to any Employee, copyrightable material or materials embodying trade secrets or other confidential information of such Employee’s Former Employer(s), including copies of Software, product plans, or invention disclosures, in electronic or tangible form.

“Non-Employee Service Provider” means a natural person in her or his capacity as a consultant or contractor.

“Residual Information” means, with respect to any Employee, the information, skills, knowledge, or know-how of general application in the trade of such Employee that is retained in the unaided memory of such Employee and that is not recollected by such Employee with reference to any copies of any Former Employer Materials in written, electronic, or other form; *provided*, that Residual Information shall not include any trade secret or other confidential information memorized by such Employee for the purpose of retaining and subsequently using or disclosing such information for any purpose outside the scope of such Employee’s employment with his or her Former Employer(s).

“Software” means Software, including, but not limited to, system software, applications, application program interfaces, firmware, source code, machine or object code, computer programs, program instructions, and any associated comments and revision histories, formulas, engineering specifications, or schematics that define or otherwise describe the algorithms or structure of software or hardware designs.

SECTION 2. IP/TRADE SECRETS MISAPPROPRIATION

- A. The Act of taking, retaining, not returning, transferring, accessing, or possessing any hardware, computers, electronic devices, memory chip, machine readable storage media, transmission media, equipment, tools, jigs, templates, molds, models, samples, mock ups, prototypes, or any

other tangible articles of manufacture, machines, or physical materials similar to the foregoing of any Former Employer without the express written consent of such Former Employer.

- B. The Act of disclosing, downloading, uploading, copying, re-writing from memory, taking, retaining, storing, not returning, transferring, accessing, or possessing any confidential or proprietary Software of any Former Employer without the express written consent of, or an appropriate license from, such Former Employer.
- C. The Act of disclosing, downloading, uploading, copying, re-writing from memory, taking, retaining, storing, not returning, transferring, accessing, or possessing any hard copy, electronic copy, or any other form of confidential document, file, data or information of any Former Employer (in any medium or form) without the express written consent of such Former Employer, with the exception of retaining data or information solely in the memory of an Employee; *provided*, (a) such data or information was not memorized for the purpose of retaining and subsequently using or disclosing such data or information for any purpose outside the scope of such Employee's employment with his or her Former Employer and (b) such data or information is not used or disclosed in a manner that is otherwise a Post-Signing Specified Bad Act.
- D. The Act of loading, installing, and/or running data erasing, data wiping or any other specialized or permanent file deletion Software (other than that which runs by default on any operating system, provided that such operating system Software is not used to intentionally render any files or data permanently unrecoverable) on: (a) any Former Employer computer or other electronic device without the express prior written consent of such Former Employer; (b) any computer or other electronic device of the Company Group without the express prior written consent of the Company; or (3) any personal computer or other device, to the extent such computer or device is or was used for work related to any member of the Company Group or any Former Employer, without the express written consent of the Company, but only with respect to use of such data erasing, data wiping or other file deletion Software on any documents, files, data, or information of the Company Group or such Former Employer.
- E. The Act, without the express written consent of a Former Employer, of accessing remotely or otherwise, (a) other than by express prior invitation of a principal or senior executive of such Former Employer, any secured, restricted or non-public facilities or physical premises, or (b) electronic, computer, or cloud systems of such Former Employer (other than cloud systems designed for non-employee access, provided such cloud systems are accessed pursuant to a valid user license), including but not limited to by using codes or other access information that were issued during a period of employment or service as a Non-Employee Service Provider with such Former Employer or by using access information of another current or former employee or Non-Employee Service Provider of such Former Employer.
- F. The Act of taking, copying, retaining, disclosing, making, using, selling, offering for sale, or importing into the United States, any confidential information, technology or invention that is a material trade secret of any Former Employer or is known by an Employee the Company to be protected by a Former Employer's patent or material copyright, without the express written consent or an appropriate license of such Former Employer, with the exception of retaining confidential information solely in the memory of an Employee; *provided*, (a) such information was not memorized for the purpose of retaining and subsequently using or disclosing such information for any purpose outside the scope of such Employee's employment with his or her Former Employer and (b) such information is not used or disclosed in a manner that is otherwise a Post-Signing Specified Bad Act.

Notwithstanding anything herein to the contrary, the Post-Signing Specified Bad Acts set forth in Section 2 above shall not include the use of Residual Information by the Company and/or any Employee, provided such use shall be deemed a Post-Signing Specified Bad Act hereunder to the extent it involves knowingly or intentionally using or disclosing a material trade secret of a Former Employer, or using any technology known by any Employee or the Company to be protected by a Former Employer's patent or material copyright, without the express written consent of, or an appropriate license of, such Former Employer.

SECTION 3. SOLICITATION / CONFIDENTIALITY / HIRING

- A. The Act, without the express prior written consent of a Former Employer, in any way to benefit any member of the Company Group, Parent or any of Parent's Affiliates, of (a) initiating communications (including by arranging a communication) with (i) any then current employee of such Former Employer or (ii) any then current Non-Employee Service Provider of such Former Employer (in the case of clause (ii), solely to the extent that the non-solicitation provisions of an Employee's or Non-Employee Service Provider's contractual obligations with such Former Employer, as applicable, apply to solicitation of Non-Employee Service Providers) regarding (A) whether such individual should leave such Former Employer and/or join any member of the Company Group, Parent or any of Parent's Affiliates, and/or (B) the possibility of working for any member of the Company Group, Parent or any of Parent's Affiliates, including but not limited to an offer to employ or retain his or her services; or (b) disclosing to any member of the Company Group, Parent or any of Parent's Affiliates confidential non-public information learned during employment or service with such Former Employer regarding the specific skills, experience, or competencies obtained while working for such Former Employer or compensation from such Former Employer of any then current employee or Non-Employee Service Provider of such Former Employer (provided that general responses to communications initiated by persons other than Employees or Non-Employee Service Providers of the Company Group of whether any such individual is a good candidate that does not reveal such confidential non-public information shall not violate this provision).
- B. The Act, without the express prior written consent of Parent, of hiring any Employee that is not a Diligenced Employee who does not, prior to being hired by the Company, execute and deliver to the Company a New Employee Attestation.
- C. The Act of hiring any Diligenced Employee without the express prior written consent of Parent.